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Official Public Records

Tarrant County Texas

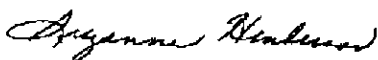
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Submitter: SIMPLIFILE

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2 Pages



Suzanne Henderson

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL AND GAS LEASE**

**State: Texas**  
**County: Tarrant**  
**Lessor: Kathleen Fuqua, a married woman, as her sole and separate property**  
**Lessee: XTO Energy Inc.**  
**Effective Date: March 12, 2007**

On March 12, 2007, Lessor, named above, executed and delivered to Lessee, named above, an Oil and Gas Lease (the "Lease"), recorded in Tarrant County Clerk's Document No. D207124698, Official Public Records of Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

10.76 acres, more or less, out of the G. H. Power Survey, A-1214, Tarrant County, Texas, being the same land more particularly described as the "3<sup>rd</sup>" Tract in that certain Quit Claim Deed dated March 2, 1943, from James B. McGrath to Kathleen Winifred Malone, recorded in Volume 1662, Page 19, Deed Records, Tarrant County, Texas.

The Lease is recognized by Lessor as being in full force and effect. The Lease is presently owned by Lessee, named above. It is the desire of the Lessor and Lessee to amend the Lease as to the particular provisions set out below.

For adequate consideration, Lessor and Lessee amend the Lease by incorporating into it the following terms described below, as if originally contained in the Lease, and for the sole purpose of clarifying the ambiguous language in Special Provision No. 5 of Exhibit "A" underlined as follows:

"Lessee may not maintain this Lease in effect solely by the payment of shut-in royalties for (i) any one year period of more than two (2) consecutive years or (ii) for shorter periods from time to time not exceeding five (5) years in the aggregate.

Special Provision No. 5 of Exhibit "A" is hereby amended to state as follows:

"Lessee may not maintain this Lease in effect solely by the payment of shut-in royalties for (i) any one year period for no more than two (2) consecutive one year periods in a row or (ii) for

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shorter periods from time to time not exceeding five (5) years in the aggregate.

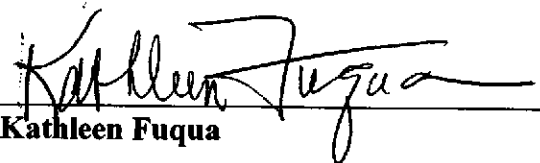
If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Lease, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Lease.

For adequate consideration, Lessor grants, leases and lets to Lessee the Lands for the term provided in the Lease, as amended.

This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all parties execute this Amendment.

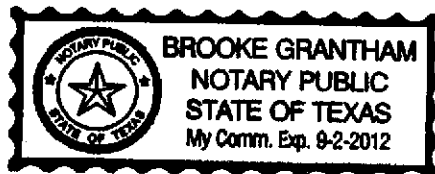
This Amendment is signed by Lessor as of the date of the acknowledgment of Lessor's signature below, but is effective for all purposes as of the Effective Date stated above.

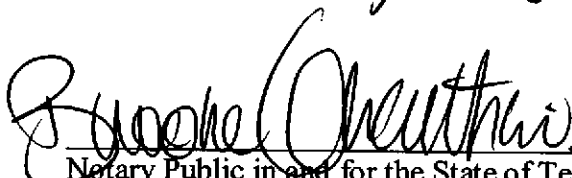
Lessor:

  
Kathleen Fuqua

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF Parker.   §

This instrument was acknowledged before me on the 29<sup>TH</sup> day of January, 209, by **Kathleen Fuqua**.



  
Notary Public in and for the State of Texas  
My Commission Expires: 9/2/2012